

(S E R V E D)
(MAY 28, 1996)
(FEDERAL MARITIME COMMISSION)

FEDERAL MARITIME COMMISSION

WASHINGTON, D. C.

May 28, 1996

DOCKET NO. 95-17

DOT TRADING, INC. AND DANNY APELBOIM

v.

**OCEAN EAGLE CONTAINER LINE, INC. AND
NATHANIEL ABRAMS AND DANIEL ABRAMS**

SHOW CAUSE ORDER ADOPTED

Respondent Nathaniel Abrams entered into a Corrected Settlement Agreement, approved by the undersigned on March 8, 1996, and promised to pay complainant Danny Apelboim \$1,000 on April 1, 1996, with additional subsequent payments of \$833.33 on the first of each month until \$11,000 has been paid. Mr. Abrams did not make the initial payment of \$1,000 on April 1, 1996. He was granted a further extension of time to May 15, 1996, but has failed to make the initial payment. Complainant Danny Apelboim has requested that appropriate action be taken.

In the circumstances, respondents Ocean Eagle Container Line, Inc., Nathaniel Abrams, and Daniel Abrams are required to show cause why the entire amount owed of


\$11,000 should not become immediately due and payable because of the breach of, and the failure of respondents to abide by, the terms of the settlement agreement and subsequent orders.

It must be recognized that the settlement was a compromise; that the complaint alleged that the principal respondent, Nathaniel Abrams, committed an unreasonable practice in violation of the Shipping Act of 1984 ("1984 Act"), and the elementary duty of a common carrier, by not only failing to deliver (or return to complainant Danny Apelboim) a container of dented cans of food from Miami, FL, to Haiti in April 1995 and retaining the prepaid freight of \$3,000, but also causing said complainant additional consequential damages allegedly totaling \$79,118 for which complainant Danny Apelboim sought reparation, interest and attorneys' fees.¹

In the circumstances, a show cause order will be issued as to why an order requiring the immediate payment of the entire settlement amount of \$11,000 should not be issued.

IT IS ORDERED:

Respondents Ocean Eagle Container Line, Inc., Nathaniel Abrams, and Daniel Abrams are ordered to show cause on or before June 7, 1996, why an order should not be served requiring said respondents to pay complainant Danny Apelboim \$11,000 immediately.


Frederick M. Dolan, Jr.
Administrative Law Judge

¹Respondent Nathaniel Abrams is not represented by counsel. Two law firms were granted additional time to prepare to represent him but later withdrew. Two other law firms declined the representation citing potential conflicts of interest.